

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Jessica Marie Burke fka Jessica Marie Sapolnick Debtor(s)	CHAPTER 13
U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V Movant	NO. 19-15020 PMM
vs.	
Jessica Marie Burke fka Jessica Marie Sapolnick Debtor(s)	11 U.S.C. Section 362
Adam L. Burke Co-Debtor	
Scott F. Waterman Trustee	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearages referenced in Movant's¹ motion have been cured, and Debtor(s) is/are current on post-petition loan payments through June 2022.
2. Debtor(s) shall maintain post-petition contractual monthly loan payments due to Movant going forward, beginning with the payment due June 1, 2022 in the amount of \$1,377.18.
3. In the event that the payments under Section 2 above are not tendered, the Movant shall notify Debtor(s) and Debtor(s) attorney of the default in writing and the Debtor(s) may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant immediate relief from the automatic stay, under which the stay provided by Bankruptcy Rule 4001(a)(3) is waived.
4. The stay provided by Bankruptcy Rule 4001(a)(3) is waived with respect to any Court Order approving of this stipulation and/or ordering relief per the terms agreed upon herein.

¹ A new Transfer of Claim is being filed after this Motion for Relief was filed, so the current Movant is now U.S. Bank National Association, not in its individual capacity but solely as trustee for RMTP Trust, Series 2021 Cottage-TT-V

5. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

6. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

7. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

Date: June 13, 2022

/s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 6/23/2022

/s/ David W. Tidd, Esquire

David W. Tidd, Esq.
Attorney for Debtor(s)

Date: 6/24/22

Scott F. Waterman, Esq.
Scott F. Waterman, Esq.
Chapter 13 Trustee

Approved by the Court this 27th day of June, 2022. However, the court retains discretion regarding entry of any further order.

Patricia M. Mayer

Bankruptcy Judge
Patricia M. Mayer Judge